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## PART VI.

## PUBLIC ADVERTISEMENTS.

### FOREST DEPARTMENT.

#### MYSORE DISTRICT.

*Notification dated 1st April 1930.*

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each Depot under the following conditions:—

| Name of depot | Date of sale | Teak | Matti | Honne | Beete | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|
| FRESH SALES. | | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | |
| 1. Chamrajnagar .. | 21st April 1930 .. | .. | 2,000 | 500 | .. | 500 | More or less |
| 2. Nanjangud .. | 22nd do .. | 4,000 | .. | 600 | .. | 500 | |
| 3. Manchegowdanahalli .. | 26th do .. | 10,000 | 3,000 | 1,000 | 300 | .. | |
| RE-SALES. | | | | | | | |
| 1. Hampapur .. | 23rd April 1930 .. | 3,217 | 49 | .. | .. | 121 | |
| 2. Antharasanthe .. | 24th do .. | 2,179 | 140 | 100 | 116 | 298 | |
| 3. Begur sale depot .. | 25th do .. | 2,220 | 1,190 | 543 | 121 | 300 | |
| 4. Manchegowdanhalli .. | 26th do .. | 22,458 | 2,791 | 6,055 | 492 | 4,629 | |
| 5. Saragur sale depot .. | 28th do .. | 3,773 | 478 | 381 | .. | 288 | |

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchaser.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After completion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain a return from him in receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue due and under section 79 of the Mysore Land Revenue Regulation. In calculating such losses, the initial deposit paid to Government shall not be taken into account.

In cases of sale on default of payment of value when no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance due after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all the lots purchased shall be paid not within 30 days after the date of sale or earlier, 15 days after the date of the notice of completion of the sale, whichever is earlier. In case of purchasers of above Rs. 1,000 in value, the latter shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1930. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid by the purchaser before the dates fixed above the said lot, together with the other moneys already paid in, shall be forfeited to Government and the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless the price paid for in full, calculated at the rates at which the timber is knocked down to him, the full sale value excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 60 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the completion of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. NARAYANA RAO,
*District Forest Officer.*

## HASSAN DISTRICT.

*Notification dated 2nd April 1930.*

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (Avaram) bark (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from date of confirmation to 30th June 1931 in the undermentioned Taluks and Hoblis in the Hassan District so as to reach the District Forest Officer, Hassan District, not later than 28th April 1930.

*N.B.*—Tenders may be given Talukwar or Hobliwar.

*Taluks.*

1. Arkalgud | 2. Manjarabad | 3. Alur Sub-Taluk.

*Remarks.*—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayarugutta, Survamanya, Kandayam and other lands which are in the occupancy of private individuals.

*N.B.*—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides, in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The District Forest Officer reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the District Forest Officer, Hassan, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-half of the total sale amount including the deposit of Rs. 200 together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accuring therefrom. Such losses shall be recoverable as an arrear of Land Revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer, Hassan District, on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid, forfeited to Government, and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed from authorising him to commence the bark collection.

*N.B.*—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in two equal instalments at intervals of four months, as follows:—

First instalment on or before 1st March 1930.

Second instalment on the 1st July 1930 or the next working day if 1st July 1930 is a General Holiday.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from

such resale, but shall be credited the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 73 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are :—

(a) The lessee shall hold himself responsible to prevent the cutting of tender stems under any pass by himself, his servants or agents.

(b) The lessee shall furnish a list of sub-contractors agents or munshies and servants who may be appointed by him for the collection of the bark.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, as the case may be.

(d) The bark collected shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and bakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in book form shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be obtained from the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

*Notes.*—(i) Forms of forms approved in Government Order No. G. 3119-21—Fo. 115-28-2, dated 28th November 1928, shall be used.

(ii) Unused leaves and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or munshies and servants shall be held responsible for any forest fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the leased area the 31st July 1931, all bark collected and stored under the terms of the lease.

(k) Neither the lessee or sub lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests during the fire season, i.e., from the 15th February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of Amildars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests or the Conservator of Forests, Shimoga as the case may be. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancelletion of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him, or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of Land Revenue.

MUNSHIF PIR,
*District Forest Officer.*